

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
EVANSVILLE DIVISION**

MARCUS E. CRAWFORD,

Plaintiff,

V.

PROFESSIONAL TRANSPORTATION,
INC. and RONALD D. ROMAIN,
individually and as President and Secretary
of PROFESSIONAL TRANSPORTATION,
INC.,

Defendants.

Case No. 3:14-CV-18-RLY-MPB

JOINT MOTION FOR APPROVAL OF SETTLEMENT

Defendants Professional Transportation, Inc. and Ronald D. Romain (collectively, “PTI” or “Defendants”) and Plaintiff Marcus E. Crawford (“Plaintiff” or “Crawford”) (together, “the Parties”) file this motion to seek court approval of the Settlement Agreement and General Release (“Settlement Agreement”)¹ entered into between the Parties.

BACKGROUND

A single named plaintiff, Denessa V. Blair (“Blair”), filed this case as a putative collective action under the Fair Labor Standards Act (“FLSA”) on February 11, 2014. (Dkt. 1). In April 2015, Blair moved to dismiss her claims and the Court granted leave to substitute Plaintiff as the class representative in this action. (Dkt. 209). Following extensive class discovery (*see* Dkt. 356, pp. 11-14), the Court decertified this matter on March 22, 2017, leaving Crawford as the lone remaining plaintiff. (Dkt. 339). On August 17, 2017, the Court denied Plaintiff’s motion to reconsider its Order decertifying this collective action and denied Plaintiff’s Motion

¹ The Parties have submitted their confidential Settlement Agreement for *In Camera* review contemporaneously with the filing of this Joint Motion.

for 2nd Stage Collective Class Certification. (Dkt. 372). That same day, the Court denied Plaintiff's motion for partial summary judgment as moot. (Dkt. 371).

The Parties have agreed to resolve the case and reached a settlement on terms set forth in the parties' Settlement Agreement. The settlement contemplates confidential settlement payments to Plaintiff and to Plaintiff's counsel that are set forth in the Settlement Agreement. The Parties agree that the amounts set forth therein are sufficient to compensate Plaintiff for his claims for alleged unpaid overtime compensation, liquidated damages and attorneys' fees, and other damages claimed.

APPROVAL OF THE SETTLEMENT AGREEMENT

The Parties now request this Court to review and approve the Settlement Agreement. It is common practice for parties to seek court approval of an FLSA settlement agreement as the fair resolution of a *bona fide* dispute to ensure a valid and enforceable release of the plaintiff's FLSA claims. *See* 29 U.S.C § 216(b); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982); *Roberts v. Apple Sauce, Inc.*, No. 12-CV-830-TLS, 2014 WL 4804252, at *1 (N.D. Ind. Sept. 25, 2014) (court approval of FLSA settlement agreement); *Salcedo v. D'Arcy Buick GMC, Inc.*, 227 F. Supp. 3d 960 (N.D. Ill. May 13, 2016) (court approval of FLSA agreement), *citing Paredes v. Monsanto Co.*, No. 4:15-CV-088 JD, 2016 WL 1555649, at *1 (N.D. Ind. Apr. 18, 2016).

A district court, when reviewing a proposed settlement of an FLSA claim, must "scrutinize the settlement for fairness" and decide whether the proposed settlement agreement is a "fair and reasonable resolution of a *bona fide* dispute over FLSA provisions." *Id.* at 1353, 1355.

The parties believe that the settlement reached between them is a fair and reasonable resolution of their dispute, including their *bona fide* dispute over Plaintiff's claims asserted under the FLSA. Defendants deny Plaintiff's allegations, including the allegations that Plaintiff was not paid overtime and was not compensated for all hours worked and, accordingly, a *bona fide* dispute concerning Plaintiff's claims exists. The Parties jointly submit that this Court should approve the Settlement Agreement because the settlement is both fair and reasonable. The settlement was reached in an adversarial context after sufficient investigation and the exchange of information concerning the issues in dispute in the case. Plaintiff is represented by competent and experienced counsel, and the Settlement Agreement reflects a reasonable resolution of disputed issues and a reasonable compromise of the claims based upon the likelihood of success on the merits, and the risks and uncertainties of litigation. The settlement payments are fair and do not represent a compromise of any undisputed claim for unpaid wages. Plaintiff and Defendants continue to disagree over the merits of the claims and defenses asserted.

CONCLUSION

The Parties believe that the settlement reached is a fair and reasonable compromise of the respective positions of both sides. The Parties, therefore, respectfully request the Court approve the Settlement Agreement and enter the Proposed Order that has been filed with this Joint Motion. A Stipulation of Dismissal will be submitted to the Court by Plaintiff upon approval by the Court of the Settlement Agreement.

WHEREFORE, the parties respectfully move for entry of an Order approving the settlement and the Settlement Agreement.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on June 21, 2018, a copy of the foregoing was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's CM/ECF system.

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